

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE FEB 04, 2002		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1037	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(√)			
				9A. AMENDMENT OF SOLICITATION NO. DACA05-02--R-0003			
				X			
				9B. DATED (SEE ITEM 11) N/A			
				10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A			
				10B. DATED (SEE ITEM 13) N/A			
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A							
NOTE: ITEM 13 BELOW IS N/A.							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
(√) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. N/A							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority) N/A							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Medical Clinic Replacement/Dental Clinic Alteration Edwards AFB, California							
1 Encl.							
1. Revised Pages: Page 7, 11, 54							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	
USAPPC V2.00							

1. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may cause the proposal to be determined "unacceptable".
2. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
3. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined "unacceptable".
4. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
5. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. This option may be exercised any time up to 30days after receipt of Notice to Proceed. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. No additional time for contract completion will be allowed when an option is exercised. The given contract completion time was formulated to include time necessary to perform all option work.
6. EFARS 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)
  - (a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
    - (1) Obviously misplaced decimal points will be corrected;
    - (2) Discrepancy between unit price and extended price, the unit price will govern;
    - (3) Apparent errors in extension of unit prices will be corrected;
    - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
  - (b) For the purpose of bid/offer evaluation, the Government will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
  - (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.

~~7. Davis Bacon Act Wage Determinations for Options Periods~~

~~a. Upon exercise of an option to extend the term of the contract, The most current Davis Bacon Act wage determination(s) from the same schedule(s) as the wage determination(s) incorporated into the contract will be incorporated into the contract.~~

~~b. In accordance with FAR 52.222-30, Davis Bacon Act Price Adjustment (None or Separately Specified Pricing Method), provided in full text in Section 00700, no adjustments in contract price will be made as a result of incorporation of the new wage determination(s). The solicitation provides the opportunity to bid or propose separate prices for each option period. The option prices may include an amount to cover estimated increases.~~

unusual expertise or specialized facilities are necessary in the performance of the contract; therefore, in order to be determined to be responsible for that particular contract, the offeror must be able to meet those special standards. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be nonresponsible unless the Contracting Officer determines that the circumstances were beyond the contractor's control or that the contractor has taken appropriate corrective action. Other responsibility considerations by the Contracting Officer will include past efforts by the contractor to apply sufficient tenacity and perseverance to perform acceptably, to meet quality requirements of contracts, and the contractor's past compliance with subcontracting plans (if required) under recent contracts.

d. Have a satisfactory record of integrity and business ethics.

e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

If the contractor or subcontractor does not already have sufficient resources demonstrated in the completed Preaward Survey, acceptable evidence of "the ability to obtain" the required, adequate resources (all of the resources discussed in subparagraphs a, e, and f above) normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase or otherwise acquire the needed facilities, equipment, other resources, or personnel.

The Preaward Survey as a tool used by the Government in determining responsibility of the offeror is submitted as part of the Price/Cost proposal and is separate from the technical proposal's response to the technical evaluation criteria found later in this Section. Some of the information required from the offeror for completion of the Preaward Survey and the technical proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost proposal and the Technical proposal be separate documents. DO NOT state, for example, in the technical proposal, "See Price/Cost proposal for past performance information". ***Failure to submit the PreAward Survey in conjunction with the price proposal will not of itself render the offer unacceptable.***

#### 52.0211-4805 AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS DESCRIPTIONS (AUG 1998)

a. Corps of Engineers publications are available for inspection at the following location:

U.S. Army Corps of Engineers, Sacramento District  
1325 J Street  
Engineering Division, District Library, 8<sup>th</sup> Floor  
Sacramento, CA 95814-2922  
Telephone Number (916) 557-6657

## **5. THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS:**

The Technical Proposal will be evaluated based on the following technical evaluation factors and subfactors:

### **FACTOR 1: Proposed Management Approach**

Subfactor 1a, Project Organization and Management

Subfactor 1b, Scheduling and Phasing of Major Activities

### **FACTOR 2: Construction Capability**

Subfactor 2a, Construction Key Personnel – Experience, Qualifications, and Commitment

Subfactor 2b, Construction Experience

Subfactor 2c, Construction Past Performance

~~The comparative risk assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1. Notwithstanding the above, both the past performance information collected by the Government and the pre-award survey information submitted by the Offeror with the Price Proposal may be used in conjunction with both the responsibility determination for this acquisition and in conjunction with the Government's evaluation of the Offeror's past performance record.~~

### **FACTOR 3: Socio-Economic Considerations**

Subfactor 3a, Participation of Small Business Concerns, Historically Black Colleges and Universities, and Minority Institutions

Subfactor 3b, Small Disadvantaged Business Participation under the Authorized SIC Major Groups/NAICS Industry Subsectors and Construction Regions

### **IMPORTANT CLARIFICATIONS:**

The Government is interested in “what you did” under the Experience subfactor.

The Government is interested in “how well you did it” under the Past Performance subfactor.

## **6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS AND SUBFACTORS:**

Factor 2 is the most important Factor.

Under Factor 2, Subfactor 2b and Subfactor 2c are equally weighted.

Under Factor 2, Subfactor 2a is slightly less important than 2b or 2c.

Factor 1 is slightly less important than Factor 2.

Under Factor 1, Subfactor 1a and Subfactor 1b are equally weighted.

Factor 3 is significantly less important than Factor 2.

Under Factor 3, Subfactor 3a and Subfactor 3b are equally weighted.